

**Laborers International Union of North America,
Local 332 and C.D.G., Inc. Case 4-CC-1874**

September 30, 1991

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS
DEVANEY AND RAUDABAUGH

On March 22, 1991, Administrative Law Judge Russell M. King Jr. issued the attached decision. The General Counsel and the Respondent filed exceptions and supporting briefs. The General Counsel filed an answering brief to the Respondent's exceptions.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,¹ and conclusions and to adopt the recommended Order.

We agree with the judge's conclusion that an object of the Respondent's activity on December 11, 12, and 19, 1989, was to pressure Oliver Realty, on behalf of Prudential Property Company, to cease doing business with C.D.G. unless C.D.G. used only its members at area standard wages. We further agree with the judge's conclusion that the Respondent's picketing of the Market Street Building on December 19 violated Section 8(b)(4)(ii)(B). Thus, for approximately 30 minutes on that date, between 300 and 400 members of the Respondent completely surrounded the building in a line of march, blocked all entrances for about one-half hour, and then held a rally at the building. Many of the members carried signs with such legends as "Our Mothers and Fathers deserve: 1. Fair Wages! 2. A Safe Work Environment!! 3. Competitive Fringe Benefits!! 4. State of the Art Equipment!!"

This activity contrasted sharply with the Respondent's lawful distribution of handbills on December 11 and 12 and on December 19 following the mass march and rally.² On the first two of these days, no more than 100 of the Respondent's members were scattered near the many entrances to the building. On December 19, about 20 members remained after the rally to distribute handbills. On each day the handbillers milled about and talked and moved aside when people approached the entrances. The march and rally, on the other hand, went beyond the mere attempt to convey a message by handbill. In these circumstances, we conclude that the

¹ The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), *enfd.* 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

² Cf. *Mine Workers (New Beckley Mining)*, 304 NLRB 71 (1991).

conduct amounted to restraint and coercion. Such conduct, with the proscribed object stated above, violated Section 8(b)(4)(ii)(B).

In reaching this conclusion, we do not rely on the judge's discussion of *NLRB v. Fruit Packers Local 760*, 377 U.S. 58 (1964), and *NLRB v. Retail Clerks Local 1001*, 447 U.S. 607 (1980), which involved the consumer picketing of struck products, an issue not present in the instant case.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Laborers International Union of North America, Local 332, its officers, agents, and representatives, shall take the action set forth in the Order.

Scott C. Thompson, Esq., for the General Counsel.

Ronald A. White, Esq. and *Marilyn Monaco, Esq.*, of Philadelphia, Pennsylvania, for the Respondent Union.

James J. Sullivan, Jr., Esq. (Pepper, Hamilton & Sheetz), of Philadelphia, Pennsylvania, for the Charging Employer.

DECISION

STATEMENT OF THE CASE

RUSSELL M. KING, JR., Administrative Law Judge. This case was heard by me on March 28 and 29, 1990, in Philadelphia, Pennsylvania. The charge was filed against the Laborers International Union of North America, Local 332 (Local 332), on December 20, 1989, by the Charging Employer, C.D.G., Inc. (C.D.G.).¹ Based on the charge, a complaint was issued on February 2, 1990, by the Regional Director for Region 4 of the National Labor Relations Board (the Board) on behalf of the Board's General Counsel.² The complaint alleges that on December 11, 12, and 19, Local 332 violated the "strike encouragement" and "cease doing business with" clauses, or secondary boycott provisions, of Section 8(b)(4)(i) and (ii)(B) of the Act.³ Local 332 denies

¹ All dates hereafter are in 1989 unless otherwise indicated.

² The term "General Counsel," when used herein, will normally refer to the attorney in the case acting on behalf of the General Counsel of the Board, through the Regional Director.

³ The pertinent parts of the Act (29 U.S.C. § 151 et seq.) read as follows:

8(b). It shall be an unfair labor practice for a labor organization or its agents—. . . .

(4)(i) to engage in, or to induce or encourage any individual employed by any person engaged in commerce or in an industry affecting commerce to engage in, a strike or a refusal in the course of his employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities or to perform any services; or (ii) to threaten, coerce, or restrain any person engaged in commerce or in an industry affecting commerce, where in either case an object thereof is—. . . .

(B) forcing or requiring any person to cease using, selling, handling, transporting, or otherwise dealing in the products of any other producer, processor, or manufacturer, or to cease doing business with any other person, or forcing or requiring any other employer to recognize or bargain with a labor organization as

that it violated any provision of the Act and alleges that it engaged in an “informational march” for which it had obtained appropriate parade permits, and that it otherwise engaged in lawful handbilling for informational purposes.

On the entire record, including my observation of the demeanor of the witnesses, and after due consideration of the briefs filed herein by the General Counsel, counsel for Local 332,⁴ and counsel for C.D.G., I make the following

FINDINGS OF FACT⁵

I. JURISDICTION AND THE LABOR ORGANIZATION

The pleadings, admissions, evidence, and testimony in the case establish the following jurisdictional facts. C.D.G. is, and has been at all times material, a Pennsylvania corporation engaged as a contractor in building and construction industry, with its principal office located in Philadelphia, Pennsylvania. During the year immediately preceding the issuance of the complaint, C.D.G., in the course and conduct of its operations, purchased and received goods and materials valued in excess of \$50,000 directly from points outside of the State of Pennsylvania. Thus, I find that C.D.G. is, and has been at all times material, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

Further, and as admitted, I find that Local 332 has been at all times material a labor organization within the meaning of Section 2(5) of the Act.

II. THE ALLEGED UNFAIR LABOR PRACTICES

A. Brief History

Much of this case centers around a 36-story office building in downtown Philadelphia at 1601 Market Street. The build-

the representative of his employees unless such labor organization has been certified as the representative of such employees under the provisions of section 9 [section 159 of this title]: *Provided*, That nothing contained in this clause (B) shall be construed to make unlawful, where not otherwise unlawful, any primary strike or primary picketing *Provided* further, That for the purposes of this paragraph (4) only, nothing contained in such paragraph shall be construed to prohibit publicity, other than picketing, for the purpose of truthfully advising the public, including consumers and members of a labor organization, that a product or products are produced by an employer with whom the labor organization has a primary dispute and are distributed by another employer, as long as such publicity does not have an effect of inducing any individual employed by any person other than the primary employer in the course of his employment to refuse to pick up, deliver, or transport any goods, or not to perform any services, at the establishment of the employer engaged in such distribution.

⁴In addition to James Sullivan, also appearing on the brief for Local 332 is Julie L. Kitz, Esq.

⁵The facts found are based on the record as a whole and on my observation of the witnesses. The credibility resolutions have been derived from a review of the *entire* testimonial record and exhibits with due regard for the logic of probability, the demeanor of the witnesses, and the teaching of *NLRB v. Walton Mfg. Co.*, 369 U.S. 404, 408 (1962). As to those testifying in contradiction of the findings, their testimony has been discredited either as having been in conflict with the testimony of credible witnesses or because it was in and of itself incredible and unworthy of belief. *All* testimony and evidence, regardless of whether mentioned or alluded to, has been reviewed and weighed in light of the *entire* record.

ing is owned by the Prudential Property Company, a subsidiary of Prudential Insurance Company of America (Prudential), and the building's tenants include Bell of Pennsylvania, Meridian Bank, and other substantial tenants. The building is managed by Oliver Realty, on behalf of Prudential. In the fall of 1989, Prudential was in the process of removing asbestos from the building, and when the 10th and 24th floors became available, Oliver retained Alternative Ways, an environmental consultant, to develop plans and specifications for the work. Thereafter, Oliver sought bids from contractors to perform the work. C.D.G., whose employees were represented by the Metropolitan District Council of Carpenters of the Philadelphia Vicinity, submitted a bid to Oliver to perform the work. Much of the asbestos removal work in the Philadelphia area had been performed by companies whose employees were represented by Local 332, which began to exert influence on Alternative Ways and Oliver to ensure that C.D.G. would not get the contract. Notwithstanding Local 332's lobbying efforts, in late November Prudential awarded the contract to C.D.G. Thereafter, Local 332 attempted to convince C.D.G. to give the asbestos removal work exclusively to employees it represented, rather than C.D.G.'s employees, who were represented by the Carpenters Union, and Local 332 was for the most part unsuccessful in this endeavor also. C.D.G. began the work at 1601 Market Street on November 27, and thereafter (in December) Local 332 commenced to engage in the activities objected to in this case.

B. The Testimony and Evidence⁶

Julian T. Canuso testified as an employee for Alternative Ways, an environmental consultant. Canuso indicated that Alternative Ways develops plans and specifications for asbestos abatement, and that his position was that of an environmental design consultant. Canuso testified that Alternative Ways was retained by Oliver “to create the contract documents, the plans and specifications, for asbestos removal on the 10th [and] 24th floor[s]” at 1601 Market Street. According to Canuso, Alternative Ways had no business relationship with either Prudential or C.D.G., adding that Alternative Ways was retained by Oliver sometime in September. Canuso testified that on October 30, one Perry DeVirgillio contacted his office, and he (Canuso) was asked to return DeVirgillio's call.⁷ Canuso related that DeVirgillio said he was affiliated with Laborers Local 332 and that he wanted to advise him (Canuso) “that one of the contractors that were in consideration for the work at 1601 Market Street did not have a signed agreement with Laborers Local 332 and that asbestos removal was the Laborers' work,” adding that the contractor in question was C.D.G. Canuso testified that he referred DeVirgillio to the “building manager,” explaining that as consultants, they did not get involved with such matters.

Joseph C. Gallagher, the secretary-treasurer of C.D.G., testified that his company is a “demolition and asbestos abate-

⁶On or about May 23, 1990, the General Counsel filed a motion to correct the transcript to which counsel for Local 332 filed a response, objecting to only one change, at p. 42, L. 25, changing “beneath” to “that meet.” The p. 42, L. 25 change was thereafter withdrawn by the General Counsel, and with that exception, the General Counsel's motion to correct the transcript is granted. These corrections appear in Appendix A [omitted from publication].

⁷Perry DeVirgillio was a business representative for Local 332.

ment contractor.” Gallagher added that this work includes removing interior fitups, walls and ceilings, including the removal of asbestos and the re-fireproofing where asbestos has been removed. According to Gallagher, this type of work is considered construction work. Gallagher testified that C.D.G. has entered into a collective-bargaining relationship with the Metropolitan District Council of Carpenters of Philadelphia and Vicinity, who represents all of its employees.⁸ Gallagher added that he has no contract with the Laborers Local (332), or with any other Laborers Union. Gallagher testified that in early November, C.D.G. submitted a bid to Prudential for removing partitions and ceilings, and replacing the fireproofing material that is asbestos-bearing on the 10th and 24th floors of 1601 Market Square, and in mid-November C.D.G. learned that it was the lowest bidder, and was contacted by Alternative Ways. Gallagher indicated that soon thereafter, they entered into a contract with Prudential and the work commenced on November 27. Gallagher testified that at that time, C.D.G. had 32 employees, 26 of which were carpenters from the Carpenters Metropolitan District Council, adding that these carpenters are also known as “asbestos abatement technicians.” Gallagher indicated that in addition to the 26 carpenters, C.D.G. also employed four laborers who were members of Local 332, and whose jobs included carrying bags and removing packages from the building. Gallagher testified that the normal workday for carpenters in asbestos removal was between 7 a.m. and 1:45 p.m., working through the lunch hour because of the necessity to shower and decontaminate themselves when they left the worksite. Gallagher testified that on November 22, one Bill Henderson, a business representative of Local 332, called him stating that he understood that C.D.G. was going to do the job at 1601 Market Street using carpenters. Gallagher replied to Henderson that he always used some of “your people as well.” According to Gallagher, Henderson replied that “this job is a big job You’re going to have to sign an agreement with us.” Gallagher then replied, “Bill, we’ve gone over and over with the agreement There are things in the agreement we don’t go along with We’re not going to sign the agreement.” Henderson then replied, “That work belongs to us, you’re going to have to sign an agreement, if you’re going to do big jobs in Philadelphia.” According to Gallagher, he replied, “Well, Bill, we’re going to do this way the same as we always do It’s going to be a mix.” Henderson then said, “Well, go ahead and have a nice Thanksgiving turkey and we’re going to have to let the chips fall where they’re going to fall,” whereupon the phone conversation ended.

Gallagher testified that he was not on the jobsite on December 11 but that he arrived at 1601 Market Street at approximately 9:30 a.m. on December 12, and observed 80 to 90 members of Local 332 “giving signs out to people on sidewalks [and] standing in front of the doorways.” Gallagher added that Local 332’s Business Manager Sam Staten Sr. and Business Representative DeVirgillio were also present.⁹ Gallagher testified that he walked up to Sam Staten,

Sr., who stated “We’ve got big problems We have to make people aware that you’re employing unskilled labor and paying substandard wages and the people just have to be notified.” Gallagher replied to Staten that “you know that I have skilled people Everybody has a certification that’s working in this space and they’re all union, they’re all Carpenters I have some of your people.” Staten then stated, “I heard about that agreement that you have with the Carpenters That’s the dirtiest trick anybody’s ever played on me These people here all standing out here, it’s almost Christmastime [sic] and they all need jobs.” Gallagher replied, “[T]he people upstairs need to be employed also,” to which Staten said, “We have to talk,” and Gallagher replied, “Any time you want to talk, I’ll talk to you but it’s going to have to be a different agreement than you have now,” to which Staten finally replied, “Well, I guess there’s no sense in us talking any further,” and the two then shook hands and departed. Gallagher indicated that he was also not present at 1601 Market Street on December 19 but he described what is known as “Four Penn Center” as being a 20-story office building located across a courtyard from, and on the same block (back to back) with 1601 Market Street. Gallagher testified that on December 12, there were members of Local 332 handbilling at Four Penn Center, and at yet another location known as Seven Penn Center, located approximately 420 feet from 1601 Market Street. Gallagher also testified that aside from his conversation with Staten on December 12, no one has ever contacted him regarding whether C.D.G. has given proper notice to other employees who work in or near 1601 Market Street pertaining to the certification of his employees, the removal training of his employees, or regarding the supervision and inspection of the asbestos removal project. Gallagher added that no one has made any inquiry regarding whether or not the wages of C.D.G. are in accordance with area standards.¹⁰ Gallagher testified that notices were posted on the floor above and below each floor that was being worked on, explaining that the asbestos removal was under the directive of an on-site hygienist, and that the phone number of C.D.G. was also on the notice should outside individuals or other employees have any further questions. Gallagher added that notification was also given to the city of Philadelphia and to state and Federal agencies. Gallagher testified that in fact his carpenters had completed proper asbestos removal training, and had been certified to remove asbestos in accordance with the Philadelphia Health Department regulations, adding further that the project was supervised and inspected by qualified licensed project supervisors and inspectors approved by the Philadelphia Health Department. Gallagher also added, however, that C.D.G. was paying wages below the area standard, but in accordance with his contract with the Carpenters Union. Gallagher indicated that on December 13, he had a conversation with a representative of Prudential who was concerned that C.D.G. had union employees and questioned whether C.D.G. would be able to do the asbestos removal work without labor interruptions. Regarding the handbilling that occurred at 1601 Market Street on December 12, Galla-

⁸The contract was entitled “Asbestos Abatement Agreement,” commencing on November 15, 1989, and expiring April 30, 1991.

⁹Gallagher clarified that the “signs” that were being handed out were in the nature of a handbill, a copy of which was identified by Gallagher and admitted into evidence. The full contents of that handbill is set out in Appendix B [omitted from publication].

¹⁰The handbills that were being passed out by members of Local 332, Appendix B [omitted from publication], raise concerns about proper notice, employee certifications, adequate training, supervision and inspection, and area standard wages.

gher testified that “there were numerous people in front of the office building, disrupting patrons of the building,” adding that he observed a woman coming up off the subway and “having papers shoved in their [sic] face.”

Robert J. Powell is a senior project manager for Oliver Realty, and as such, was responsible for the total operations of 1601 Market Street, where his office is also located. Powell testified that among the tenants are included Arther Anderson and Company, Merrill Lynch, Meridian Bank, and Bell of Pennsylvania.¹¹ According to Powell, at any given time there is always approximately 2000 individuals employed in the building. Powell testified that prior to Prudential’s awarding of the bid to C.D.G. for the 10th and 24th floors, Prudential had previously awarded a bid to C.D.G. to abate asbestos on the 3d and 4th floors. Powell indicated that the 10th and 24th floor bids were awarded to C.D.G. in late November. Powell testified that he arrived at 1601 Market Street at 7:30 a.m. on December 11, and as he approached the “concourse entrance,” he saw 50 to 75 people “standing in front of the building abreast of the concourse doors with pieces of paper in their hand.”¹² Powell related that some people were dressed in white asbestos abatement suits, and they were all standing in front of the doors holding the handbills, which were identified earlier by C.D.G.’s secretary-treasurer Gallagher. Powell testified that each of the three entrance doors off the concourse were approximately 3 feet wide, and that no more than two individuals abreast could fit through one door at a time. Powell then indicated he walked up through the building’s lobby and through one of the street entrances, whereupon he observed between 75 to 100 workers, again some dressed in white asbestos abatement suits, handing out handbills in front of the doors. Powell testified that the building itself is situated at the corner of 16th and Market Streets with a plaza running along the other two sides of the building.¹³ Powell added that there were also entrances into the building from all four sides (Market and 16th Streets, and both plazas), and that the “workers” with the handbills were at all the entrances. Powell further related that entrance into the building from the 16th Street side and the western plaza side was through a revolving door, capable of handling only one person at a time, and Powell added that along the 16th Street side there were approximately 30 or 40 of such workers. Powell added that the handbilling on December 11 continued until about 2 or 3 p.m., and that virtually the same activity, with the same number of “workers,” occurred the following day (December 12).

Powell testified that he arrived at 1601 Market Street at about 7:30 a.m. on December 19, and although there were workers there handbilling the building, at that time they numbered about half as many as were present on December 11 and 12. Powell related that at approximately 9 a.m. that morning he met with individuals from C.D.G., Alternative Ways, and the “hygienist,” in his office, which looks out

onto the Market Street side of the building. Powell testified that he first heard what sounded like a “muffled sound,” which later turned into a “loud roar,” adding that he could see a large number of people approaching the building from the 16th Street side. Powell indicated that he went down to the lobby and saw a group of workers which he estimated to be approximately 500 individuals, on the sidewalk of the 16th Street side of the building “marching seven or eight abreast across the sidewalk . . . chanting and carrying signs.” Powell indicated that this group then turned right on Market Street and headed west to the western plaza side of the building, whereupon the group then turned north, and when it had reached the northern plaza side of the building, the group again turned down the northern plaza side “so that in effect the column of people encircled the building by the time the lead group had caught up with the tail group of marchers.” Powell additionally testified that the marchers “marched around, chanting, carrying signs, and after about 15 or 20 minutes . . . they appeared to leave,” adding that apparently, in fact, they had not left because a short time thereafter the marchers came back and encircled the building again, chanting and carrying the same signs and slogans. Powell testified that “there was virtually a human wall of people . . . You could not gain access into or gain egress from the building at that time.” Powell added that this condition existed initially for 15 to 20 minutes, and when the group came back again for the second time, it also lasted for 15 to 20 minutes, again adding that no one could enter the building and that he recognized a number of tenants standing on a corner, and then leaving. Powell testified that there was a local television station camera crew on the scene, and “a number of the marchers . . . scrambled to get in front of the camera,” which Powell related was on the Market Street side of the building, adding that this “effectively blocked” one of the Market Street doors. Powell added that this occurred between 10 a.m. and 10:30 a.m. and lasted 15 to 20 minutes.¹⁴ Powell had observed the activities at 1601 Market Street on December 12 and 19, and although he indicated that he observed the acts of members of Local 332 which prevented individuals from entering or exiting the building, he conceded that he did not observe any attempt to prevent deliveries to the building. Powell testified that the matter had been reported to the Civil Affairs Unit of the Philadelphia Police Department, adding that he personally received anonymous calls from individuals identifying themselves as tenants of the building, complaining about persons blocking their entrance. Powell also conceded that none of the building’s tenants personally and identifiably notified him that they were having problems with their clients or customers getting into the building. Powell testified that after December 19, there were no more marches, but that representatives of Local 332 continued handbilling at 1601 Market Street for approximately a week, after which it got “brutally cold.”

The vice president and project manager for C.D.G. was Timothy M. Booth, who testified that Canuso of Alternative Ways contacted him in early November and indicated that C.D.G. was the low bidder on the 10th and 24th floors of 1601 Market Street, and that C.D.G. would probably be awarded the contract. In an apparent subsequent (yet early

¹¹ A tenant list admitted into evidence reflects approximately 23 separate corporations or other businesses or concerns, all of which may be considered as “high quality.”

¹² Admitted into evidence was a reduced blueprint of the concourse entrance, depicting three double swinging doors into the building.

¹³ A reduced blueprint of these areas was also admitted into evidence, and during Powell’s testimony, he referred to both blueprints.

¹⁴ A film clip of some of this activity, taken by the local television station, was admitted into evidence.

November) conversation, Booth testified that he talked with Local 332 business representative Perry DeVirgillio regarding work (asbestos removal) done on the 24th floor of 1601 Market Street. Booth indicated that at this time he offered DeVirgillio a "50-50 work crew" (half from Local 332 and half from the Carpenters' District Council), to which DeVirgillio replied "that is our work." Booth indicated that he disagreed with DeVirgillio, but they both agreed to meet at 1601 Market Street and further discuss the matter. The two met the following day, and according to Booth, DeVirgillio "kept pounding home" the fact that the asbestos removal was Local 332's work, and that he (Booth) mentioned that he had an agreement with the Carpenters' District Council, and the conversation ended with DeVirgillio telling him "FU, you're not going to work in this city" Booth testified that the 1601 Market Street project began November 24 with some eight Laborers, but with the larger and balance of the complement as Carpenters. Booth added that as the project initially got started, C.D.G. ended up with "4 or 6" Laborers, with the balance of "20 or 26" from the Carpenters Union. Booth testified that he notified the Air Management Services of the Philadelphia Department of Public Health regarding the 1601 Market Street project and that he thereafter received a proper notice of such work, which he had posted on the floor above and on the floor below where the work was to take place.¹⁵ Booth added that the notices are also posted in accordance with the directions of a representative from Alternative Ways, as environmental consultants, and the notices were also posted in the stairwells or "stairtower" on the 24th floor. Booth indicated that in late November he saw DeVirgillio, on the jobsite and as he "came popping out of the stairtower on the 24th floor."

Booth testified that on December 11 he arrived at 1601 Market Street at approximately 7 a.m. and immediately went to the 24th floor. Booth indicated that at approximately 7:15 a.m. the building manager (one Mr. Olivia) came up to him on the 24th floor, whereupon he (Booth) went downstairs and saw laborers from Local 332 milling about in front of the building, on the side of the building and on the concourse level, where he observed about 50 to 60 laborers "milling about and talking in front of these doors, somewhat blocking the entrances, handing out these little handbills to anyone that would take them." Booth added that, "There was just too many of them to be in front of the doors, so they would move out of the way when people would come up but they would hand them a handbill." On the concourse entrance there are four separate doors, and according to Booth these doors are double doors 6 feet wide and can allow no more than two individuals to enter at a time. Booth testified that he then went up to the lobby level where he saw approximately 40 to 60 laborers outside on Market Street handing out "leaflets," adding that the laborers were dressed in either red and blue jackets, or "white disposable suits." Booth indicated that these individuals were also "somewhat blocking" the entrance but they would also "move out of the way once someone would accept their handbill." According to Booth, before someone accepted a

handbill the laborers "would kind of try to scare them out of going in." Booth further testified that on the 16th Street side of the building there were approximately 30 to 40 laborers in front of the revolving door, and also approximately 15 laborers outside and near the revolving door on the plaza side of the building. Booth further testified that at one point he observed an older individual "get a little afraid because he was getting papers shoved in his mouth I observed his face and then he walked away." According to Booth, by approximately 11 a.m., all of the laborers had departed. Booth testified that the following day (December 12) at around 8:15 a.m., the laborers again showed up with "basically the same type of situation as what happened on the 11th Handing out the leaflets, blocking the doors."

Booth testified that at 8:15 a.m. on December 19, he attended a "progress" meeting on the 22d floor, and that during this meeting at about 9:15, he heard "a lot of roaring," after which he went downstairs where he then saw 400 to 500 laborers marching south on 16th Street, and carrying signs. Booth related that eventually, all of these marchers encircled the building. Booth indicated that he observed people who tried to enter the 16th Street side, adding "they couldn't." Booth testified that after about half an hour, all the marchers converged in an area on the back side of the building (plaza area), whereupon Local 332 Business Manager Sam Staten Sr. commenced to address the crowd with a "bullhorn" for about 15 to 20 minutes, after which the crowd again began parading around the building, handing out "leaflets." Booth related that he also saw the arrival of the local television news crew in front of the Market Street entrance, adding that when the filming commenced, the marchers "started hamming it up They jumped in front of the Market Street entrance . . . waving their signs, chanting." According to Booth, this lasted for about 7 minutes and until the camera lights went out, after which the marchers moved away from the door. Booth testified that at ground level and from the 16th Street side of the building, it is impossible to see anything taking place on Market Street.¹⁶ However, Booth added that this sight limitation was not from the corner of 16th and Market Streets, but from a vehicle which may be parked in the area of the revolving door on 16th Street. Regarding the rally that took place at approximately 10 a.m. on December 19, Booth clarified that it took place on the Plaza (northern) side of the building fairly near 16th Street. Booth indicated that he was actually at the rally which commenced at approximately 10 a.m., adding that the participants spilled out into 16th Street, which the police had blocked off. Booth testified that approximately 15 minutes after Staten finished speaking at the rally, he proceeded to walk around to Market Street where he observed the news media (television) arrive. According to Booth, during the pe-

¹⁵ A copy of this notice was admitted into evidence. Among other things, C.D.G. is listed as the contractor and the notice indicates there has been compliance with the city of Philadelphia asbestos control regulations.

¹⁶ 1601 Market Street sits on the corner of 16th and Market Streets. Sixteenth Street runs south to north and Market Street runs east to west. Thus, the building is on the western side of 16th Street and the northern side of Market Street. The main entrance to the building is on Market Street. There are two separate tenant areas or spaces on the main floor of the building facing on Market Street and located on both the eastern and western end of the building. Access to these tenant spaces is through a single set of swinging doors leading into each tenant space. Access to the building proper and its elevators from Market Street (the front) is through two revolving doors and two swinging doors.

riod that the news media was present on Market Street, the marchers started “chanting and started throwing the signs up in the air, in front of the two revolving doors on Market Street.” Booth testified that at one point, “young females in the lobby area, complain[ed] about the picket line” Booth testified that on all 3 of the days involved (December 11, 12, and 19) he had conversations with someone from the Civil Affairs Unit of the Philadelphia Police Department, in part because he feared that C.D.G.’s future work as a contractor at 1601 Market Street was in jeopardy, adding “It’s my reputation that these people were playing havoc with.”

Thomas R. Lipsey testified as an officer of the Philadelphia Police Department, which he had been with for 25 years. He had been in the Civil Affairs Division for 9 years. Officer Lipsey arrived at 1601 Market Street at about 9:10 a.m. on December 19 with the marchers, who he had caught up with after they had departed from “Broad and Wallace at about 8:40 a.m.” He was in a marked police car and traveling at the rear of the group. Officer Lipsey testified that it was his job to “monitor the march and rally at 1601 Market Street And also to insure that no one’s rights were violated.” Lipsey indicated that the overall march lasted approximately 10 blocks and involved some 200 participants, adding that the march was “orderly,” that the marchers did not harass or threaten individuals, and that he did not observe the marchers preventing people from either entering or exiting the building at 1601 Market Street. Lipsey testified that when the marchers came south on 16th Street and hit Market Street, they proceeded to “march around the building, one time And then they gathered in the courtyard area, breezeway area, between 1601 Market . . . [and] No. Four Penn Center, to have a rally.” According to Lipsey, some of the marchers then went around the building a second time, arriving back at the rally where the assembled group was being addressed by “Sam, Sr. and Sam, Jr. and another union member” Lipsey again related that the marchers arrived at 9:10 a.m., but by about 9:45 a.m. they had all departed except approximately 20, which split up into three other groups, with one group going to “the door” on Market Street, another group going to the corner of 16th and Market Streets, and the last group “stood” by the door on 16th Street, “handing out fliers.” Lipsey testified that after the rally, the marchers were 6 to 8 feet away from the door, “just walking around handing out these fliers to people who were walking by and mainly the people who were going in and out of the building But they did not block to [sic] prevent anybody from going in or out.” Lipsey also added that he, personally, received no complaints from anyone, and did not see any of the marchers involved in any activity that he had to correct. Lipsey testified that when he arrived at 1601 Market Street, he was parked “in the middle of the building” on 16th Street, and from that point he observed the marchers proceeding around the building.¹⁷ Lipsey added that the marchers were not in a “solid line,” were walking in a “haphazard manner,” and that people were “going between the marchers and going into the building.” Lipsey testified that he “saw no picketing,” but that the marchers were carrying signs that “dealt mainly with a health hazard situa-

tion, referring to asbestos removal,” adding that there were “numerous” signs. Lipsey also testified that he did not see anybody “threatened or coerced,” but conceded that he did not know the definition of “threaten” or “coerce” under the National Labor Relations Act. During cross-examination, Lipsey indicated that he was in an “unmarked” police vehicle, contrary to his earlier testimony.¹⁸ Further, during cross-examination, Officer Lipsey testified that his definition of blocking an entrance to a building involved a “human barrier that would prohibit people from entering or exiting” a building, adding that a “human barrier” would be a “solid wall of humanity.” Officer Lipsey conceded that in his definition, anything short of a “solid wall of humanity” would not be blocking. Lipsey further testified that the “demonstrators were not going up to people and intimidating them verbally . . . [or] physically The picketers or demonstrators were . . . going up to people and attempting to hand them a flier.” Lipsey added that some people would accept the fliers, and others would just “shake their head and keep on going.” At the end of his testimony, Officer Lipsey viewed the video tape or film clip of the some of the events on December 19, after which he confirmed that the tape accurately portrayed the scene at 1601 Market Street after the march and rally had ended. Lipsey added that when the march was taking place on the sidewalk, they were three and four abreast, and that during the rally there was approximately 8 feet between the marchers’ outer parameter and the 16th Street entrance to the building, thus resulting in no blockage that prevented people from entering or leaving the building.

Officer Albert A. Tenuta testified as a member of the Philadelphia Police Department, where he had worked for 20 years. He had been assigned to the Civil Affairs Unit for approximately 6 years. Tenuta testified that on December 11, he responded to Local 332’s union hall where he stayed until the “marchers were prepared to leave . . . and . . . actually were in line and marched to Broad Street,” after which he drove ahead to 1601 Market Street, where he then informed the building security that in about half an hour they could expect “a couple hundred Laborers outside.” Tenuta related that he thereafter observed approximately 200 to 250 “union members walking on the sidewalk from J.F.K. westbound to 16th Street, where they filed across the Market Street entrance or the Market Street side of the building, as well as (sic) 16th Street side of the building.” Tenuta testified that this activity was accomplished in an orderly fashion, adding that although he did not receive any complaints, the people inside of the building were “concerned” about the activity. Further, and regarding December 11, Tenuta testified that when he Local 332 members arrived at 1601 Market Street, they began “handbilling the public,” adding that there were approximately eight members at each entrance, with the balance walking around and talking to each other . . . mostly on the curb side of the building.” Tenuta indicated that he

¹⁷ C.D.G. Project Manager Booth testified that from this vantage point, an individual could not see around the building onto Market Street.

¹⁸ Officer Lipsey filed a handwritten report as a result of his observations of the march and rally on December 19, and that report was admitted into evidence. The subject title reads “Demonstrations/Organization,” and as the “Reason for Protest” it recites “To protest the use of unqualified workers in the removal of asbestos from 1601 Market Street.” Under a category “Signs,” there appears “You have a right to know,” “Our lives depends on it,” and “Asbestos kills, know what you are doing.”

never observed any entrances being blocked, adding that he left the scene at approximately 11:15 a.m. on December 11.¹⁹ Tenuta testified that he arrived at 1601 Market Street at approximately 8:45 a.m. on December 12, and departed at 10:30 a.m., adding that there were “no problems.” Tenuta indicated that he was not on the scene at any time during December 19. In cross-examination, Tenuta related that Oliver Realty’s Senior Project Manager Powell, on December 11, was “quite concerned . . . that the public and the people who occupy the offices there were not going to be . . . inconvenience[d] . . .” Tenuta testified that Local 332’s Business Manager Staten had designated some union members to be “marshalls” to keep an eye on the other members involved in the march on December 11, which he described as a large group of people walking down the sidewalk from the union hall.

Alton El testified as an “employee” of Local 332, and was once director of the Laborers’ “training facility.” According to El, the training facility was for the “training and upgrading of Laborers,” including the area of asbestos removal. El described the asbestos training as a four-stage program, which includes instruction on safety regulations and “health effects,” and participants receive an “EPA” approved certification. El added that Laborers Local 332 has traditionally done the asbestos abatement work in the Philadelphia area.

C. Analysis of Law and Evidence

The complaint first charges that on December 11, 12, and 19, Local 332 engaged in “picketing” at 1601 Market Street which induced or encouraged employees of tenants, and “other persons,” to cease performing services at the building, in violation of Section 8(b)(4)(i) of the Act. The complaint additionally charges that on the same dates, and by its picketing, Local 332 threatened, coerced, or restrained tenants (and other persons) to force or require them to cease doing business with Prudential, and for Prudential (and other persons) to cease doing business with C.D.G., in violation of Section 8(b)(4)(ii)(B) of the Act. The heart of the alleged violations is the coercion of so-called secondary or neutral parties to obtain a certain desired result.

Local 332’s actual dispute was only with C.D.G., and was jurisdictional in nature. Simply put, I find that Local 332 wanted C.D.G. to either hire and use only Local 332 members at area standard wages, or for Oliver Realty, on behalf of Prudential, to cease doing business with C.D.G. I further find that Local 332’s alleged safety motive for its actions in this case was a pretext, in an attempt to maintain its traditional monopoly over the asbestos removal business in Philadelphia.

¹⁹ Admitted into evidence are a series of five police reports or daily complaint summaries of the Civil Affairs Unit, commencing at 11 p.m. on December 10 and ending on December 14 at 10:55 p.m., and further commencing on December 18 at 11 p.m. and ending December 19 at 10 p.m. Contained in these reports are numerous notations about the activities at 1601 Market Street during the 3 days in question. For example, it is noted at 12:10 p.m. on December 11 as follows: “C-112 reports from 1601 Market St. the pickets have left with out incident.” At 6:35 a.m. on December 11, it is noted as follows: “Information received from Sam Staten Laborers Union Loc. 332 a March from Ridge & Wallace to Broad & Wallace st, an informational demonstration againts (sic) CDG Contractors. Aprox 200-300 expected.”

Aside from lower wages, there is absolutely no evidence or testimony in the record to support any safety deficiencies or lack of compliance with any laws or regulations on the part of C.D.G. On the contrary, four of Local 332 members worked on the jobsite for C.D.G., apparently without complaint.²⁰ Having failed in its prebid pressure, Local 332 resorted to handbilling by a large number of its members, and finally to handbilling and picketing, while hoping to add legitimacy to its scheme by first parading with proper permits. Given the above findings regarding Local 332’s true and actual motive, it is yet further necessary to analyze the law in light of the specific facts to determine whether the violations in the complaint were proven by a preponderance of the evidence.

Although the record is not absolutely clear, it appears that on each day in question (December 11, 12, and 19), the morning’s activities started with a parade or, as Local 332 claims, an “informational march” from its union hall to 1601 Market Street, the site of primary concern here. However, the testimony and evidence reflects that on December 11 and 12, there was no actual “picketing” at the site, only handbilling, and I so find.²¹ I find the same to be true on December 19, before and after the march around the building and rally. I further find that during said handbilling ingress and egress to the building was not blocked. C.D.G.’s secretary-treasurer Gallagher was only present on December 12, saw the handbilling, and testified that it was “disrupting patrons.” Oliver Realty’s senior project manager Powell was present on all 3 days, but described only handbilling on December 11 and 12, and neither he nor Gallagher described any actual blockage of doors during the handbilling. C.D.G.’s vice president and senior project manager Booth was also present on all 3 days, and described only handbilling on December 11 and 12. Booth described the handbillers as “milling about and talking . . . somewhat blocking the entrances” but added that “they would move out of the way when people would come up but they would hand them a handbill.” Police Officer Tenuta observed handbilling only on December 11 and 12, did not see any

²⁰ Only one union member or officer testified in the case. Samuel Staten Jr. testified only that he was secretary-treasurer of Local 332, and that Samuel Staten Sr. was his father and the business manager. Alton El testified only as an “employee” of Local 332, and there is no evidence that he was a union member, or was directly privy to Local 332’s plans and actions in dispute herein.

²¹ The General Counsel, in his brief, argues that Local 332’s actions at 1601 Market Street constituted “picketing,” citing *Service Employees (Burns Detective Agency)*, 136 NLRB 431 (1962). That case involved a trade show where union members in groups of 20 to 70 “marched in an elliptical path” immediately in front of the main (and only) patron entrance to an arena. The Board held that such “patrolling” did not violate Sec. 8(b)(4)(i)(B) of the Act because the union did not seek strike sanctions, but that it did violate Sec. 8(b)(4)(ii)(B) of the Act because the patrolling constituted harassment and restraint on persons seeking to attend the exhibit, and the purpose and intended impact of such conduct was to “threaten, coerce or restrain” the exhibits firm with the object of forcing it to cease doing business with the guard firm it had employed. Counsel for C.D.G., in their brief, argue that handbilling in such large numbers as in this case was so intimidating as to amount to mass picketing, citing *Carpenters (Reeves, Inc.)*, 281 NLRB 493 (1986). Counsel’s reliance here is misplaced. In that case, there was actual mass picketing, the blocking of ingress and egress, and threats of unspecified reprisals.

entrances being blocked, and added that there were “no problems.”

On December 19 there was a considerably different situation at 1601 Market Street. The morning started off with initially less handbillers at the site, but with considerably more marchers from the union hall to the site at 1601 Market Street. Additionally, the marchers carried picket signs, which remained with them when they reached the building, where they marched around the building and held a rally. According to Powell, there were some 500 marchers forming a “human caterpillar” around the building 7 to 8 abreast, blocking entrance to the building. Booth put the number at 400 to 500 marchers, who encircled the building carrying “signs,” and blocking entrances for about half an hour. According to Booth, they then converged on the back side of the building, were addressed by Local 332 Business Manager Staten with a bullhorn for 15 to 20 minutes, and began parading around the building, handing out “leaflets.” Booth further indicated that with the arrival of a local television film crew, some of the picketers “started hamming it up . . . waiving their signs [and] chanting.”²² Officer Lipsey estimated some 200 participants who marched 3 or 4 abreast around the building in a “haphazard manner,” and gathered for a rally, after which approximately 20 remained “handing out fliers.” Lipsey again indicated that the participants were orderly and did not block doors, but conceded that his definition of blocking was a “human barrier” or a “solid wall of humanity.”²³

Section 8(b)(4)(i) of the Act proscribes inducing or encouraging “employees” of the secondary employer to strike. Regarding said “employees,” the complaint makes reference to “individuals employed by Bell of Pennsylvania, Meridian Bank and other persons.” In his brief, the General Counsel argues it is well established that a labor organization induces or encourages individuals to strike where it engages in picketing aimed at individuals in their employment status. I am aware of the fact that the words “induce and encourage” are broad enough to include in them forms of influence and persuasion other than pure or traditional picketing. *Electrical Workers v. NLRB*, 341 U.S. 694 (1951). I am also mindful of the principal that the test of inducement or encouragement does not turn on success or failure. Yet I note that there is no evidence of any interruption of employment in or deliveries to 1601 Market Street during any of the handbilling. The handbills in this case (and on December 19 the picket signs) contained no written material urging employees or others not to enter the premises or not to perform services therein. No such oral appeals were ever made. No strike sanctions from other labor organizations were sought, and there is no evidence that any employees (out of some 2000) in the building were represented by any labor organization, except for C.D.G. As indicated earlier, I find that Local 332’s object was to force Oliver Realty (and Prudential) to

cease doing business with C.D.G., or for C.D.G. to hire only Local 332 members, at area standard wages. Accordingly, I find that on December 11, 12, and 19, 1989, Local 332 did not violate Section 8(b)(4)(i) of the Act. I further find that Local 332’s handbilling on December 11, 12, and 19 was peaceful and not threatening or coercive, and thus not violative of Section 8(b)(4)(ii)(B) of the Act. See *DeBartolo Corp. v. Florida Gulf Coast Building Trades Council*, 485 U.S. 568 (1988).

Given Local 332’s object and intent as above found, the actions and events of December 19 present a different situation when evaluated in light of Section 8(b)(4)(ii)(B) of the Act. On this date there was picketing around the entire building during early morning business hours, ending with a large rally on one side of the building, all of which preceded the normal handbilling. Many more members were involved.²⁴ Section 8(b)(4)(ii)(B) makes it unlawful to “threaten, coerce, or restrain” any person where an object is forcing or requiring any person to cease doing business with any other person, or where an object is forcing or requiring an employer to recognize or bargain with a labor organization. Thus, there remains to be decided here whether Local 332’s marching, “patrolling,” and picketing around 1601 Market Street was threatening, coercive, or restraining. *DeBartolo*, supra, held, inter alia, that Section 8(b)(4) of the Act could not constitutionally ban peaceful handbilling not involving nonspeech elements, such as “patrolling.” The Supreme Court had earlier held that Section 8(b)(4)(ii)(B) does not prohibit all peaceful picketing at secondary sites, but only the “isolated evil” of the use of such picketing “to persuade the customers of the secondary employer to cease trading with him in order to force him to cease dealing with, or to put pressure on the primary employer.” *NLRB v. Fruit Packers (Tree Fruits)*, 37 U.S. 58 (1964). In *NLRB v. Retail Clerks Local 1001 (Safeco Title)*, 447 U.S. 607 (1980), the Supreme Court held that consumer picketing urging a general boycott of a secondary employer aimed at causing him to sever relations with the union’s real antagonist was coercive and forbidden by Section 8(b)(4)(ii)(B) of the Act. In *DeBartolo*, supra, the Court in commenting on its decision in *Safeco*, and Justice Stevens’ concurring opinion therein, stated that picketing is a mixture of conduct and communication and the conduct element often provides the most persuasive deterrent to third persons about to enter a business establishment. As Justice Frankfurter stated in *Hughes v. Superior Court of California*, 339 U.S. 460 (1950), “while picketing is a mode of communication it is inseparably something more and different . . . [it] is more than free speech, since it involves patrol of a particular locality and since the very presence of a picket line may induce action of one kind or another, quite irrespective of the nature of the ideas which are being disseminated.”

²² The film clip admitted into evidence confirms such activity. One picket sign read:

Our Mothers and Fathers deserve:

1. Fare Wages!
2. A Safe Work Environment!!
3. Competitive Fringe Benefits!!
4. State of the Art Equipment!!

²³ Officer Lipsey viewed the film clip and testified that it was an accurate portrayal of the Market Street (main) side of the building after the march and rally had ended.

²⁴ To reiterate, C.D.G.’s secretary-treasurer Powell estimated 500 members, 7 or 8 abreast, forming a “human caterpillar” around the building, affecting deliveries, tenant and customer ingress and egress. Police officer Lipsey estimated 200 marchers and Officer Tenuta estimated 200 to 250. Both officers testified that the marchers (pickets) were orderly. Lipsey testified there was no blockage but conceded his definition of blockage was a “solid wall of humanity.” In my opinion, officers Lipsey and Tenuta minimized the situation, and Powell maximized the situation. I find that the number of marchers was between 300 and 400.

The Court in *Safeco*, supra, noted that the picketing there actually threatened the neutral with ruin or substantial loss. I have considered that fact as applied to this case, and I have further considered the fact that the picketing in this case on December 19 lasted for only some 30 minutes. In my opinion, the Court in *Safeco* did not indicate that proof of possible or imminent "ruin or substantial loss" was required as an absolute prerequisite to finding a violation of Section 8(b)(4)(ii)(B). Regarding the length of time of the picketing, in my opinion, the adage that one bite of the poison apple will kill as certain as the entire apple, applies here.

I find and conclude that the picketing by Local 332 at 1601 Market Street on December 19, 1989, was threatening and coercive, and violated Section 8(b)(4)(ii)(B) of the Act, as alleged in paragraph 6(b)(2) of the complaint.

CONCLUSIONS OF LAW

1. That the Charging Employer, C.D.G., is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. That the Respondent Union, Local 332, is a labor organization within the meaning of Section 2(5) of the Act.

3. That the Respondent Union, on December 19, 1989, by marching, patrolling, and picketing around and at the commercial office building located at 1601 Market Street, Philadelphia, Pennsylvania, threatened and coerced Oliver Realty and Prudential with the object of forcing them to cease doing business with C.D.G., Inc., in violation of Section 8(b)(4)(ii)(B) of the Act.

4. That the Respondent Union has not otherwise violated the Act, as alleged in the complaint herein.

5. That the actions found to be violative of the Act in paragraph 3, above, affect commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that the Respondent Union has engaged in an unfair labor practice, I shall recommend that it be ordered to cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

Counsel for C.D.G. requests a broad "cease and desist" order in this case, applying to any jobsite at which C.D.G. is performing work, or may in the future perform said work. The General Counsel makes no such request, and asks for a general but narrow "like or related" order. The question, perhaps more accurately posed, is whether the narrow injunctive language, "in any like or related manner," should be expanded to include other present or future jobsites where C.D.G. is performing asbestos removal. In *Carpenters (Reeves, Inc.)*, 281 NLRB 493 (1986), the Board chose no such expansion. I shall recommend the same narrow and unexpanded injunctive language. My conclusion in this regard is based on the record as a whole, which in my opinion does not reflect that a similar violation in the future is imminent, or that a future violation should be anticipated from the course of Local 332's conduct in the past, together with other factors weighed by the judge in *Carpenters (Reeves, Inc.)*, supra.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended²⁵

ORDER

The Respondent, Laborers International Union of North America, Local 332, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Threatening, coercing, or restraining Prudential Insurance Company of America, Prudential Property Company, Oliver Realty, or any other person, by picketing at 1601 Market Street, Philadelphia, Pennsylvania, where an object thereof is to force or require the companies to cease doing business with C.D.G., Inc.

(b) In any like or related manner threatening, coercing, or restraining Prudential Insurance Company of America, Prudential Property Company, Oliver Realty, or any other person, where an object thereof is to force or require the companies to cease doing business with C.D.G., Inc.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Post at its offices and meeting places copies of the attached notice marked "Appendix C."²⁶ Copies of the notice, on forms provided by the Regional Director for Region 4, after being signed by the Respondent Union's authorized representative, shall be posted by the Respondent Union immediately on receipt and maintained for 60 consecutive days in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent Union to ensure that the notices are not altered, defaced, or covered by any other material.

(b) Sign and return to the Regional Director sufficient copies of the notice for posting by Prudential Insurance Company of America, Prudential Property Company, or Oliver Realty, at or in 1601 Market Street, if willing, at places where notices to tenants and their customers are customarily posted.

(c) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

²⁵ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

²⁶ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX C

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT threaten, coerce, or restrain Prudential Insurance Company of America, Prudential Property Company, Oliver Realty, or any other person, by picketing at 1601 Market Street, Philadelphia, Pennsylvania, where an object thereof is to force or require the companies to cease doing business with C.D.G., Inc.

WE WILL NOT in any like or related manner threaten, coerce, or restrain Prudential Insurance Company of America,

Prudential Property Company, Oliver Realty, or any other person, where an object thereof is to force or require the companies to cease doing business with C.D.G., Inc.

LABORERS INTERNATIONAL UNION OF NORTH
AMERICA, LOCAL 332